

Décès sans N° 32538
B 28
Certificat P. R. P. sans N°
32539 B 28
H. Bourget
D. B.



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32538

No. *32538*
Entré à *une* *seul* P. M.
le *six* *juin*
mil neuf cent *vingt* *sept*
H. Bourget
D. B.



1051658493



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32539

No. *32539*
Entré à *une* *seul* P. M.
le *six* *juin*
mil neuf cent *vingt* *sept*
H. Bourget
D. B.

32540

No. *32540*
Entré à *une* *seul* P. M.
le *six* *juin*
mil neuf cent *vingt* *sept*
H. Bourget
D. B.

32541

No. *32541*
Entré à *une* *seul* P. M.
le *six* *juin*
mil neuf cent *vingt* *sept*
H. Bourget
D. B.

Avis de Renouvellement
re lots 25-c, 25-d, rang 4
Wolfestown, par Asbestos
Corporation Limited,
enregistré le 27 septembre
1951 sous N° 56446
Julien Charvian
D. B.

plis sa Divine Bonte' de me faire misericorde;2o Je veux que mes dettes soient payees et mes torts si aucuns se trouvent soient scrupuleusement repares sur mes biens par mon executrice testamentaire ci-apres nommee;3o Je done et legue a Dame Celina Laroque, mon epouse chérie demeurant au même lieu de Dudswell, tous mes biens meubles et immeubles, effets mobiliers et immobiliers et toutes choses généralement quelconques que je délaisserai au jour de mon décès, l'instituant par le présent ma légataire générale et universelle, avec défense expresse d'avantager un nouveau conjoint avec les biens suslegués a peine de nullité du présent legs;4o Je nomme pour exécuter mon présent testament la personne de la dite Dame Celina Laroque, ma dite épouse, es-mains de laquelle je me devets et me dessaisis de tous mes dits biens pour le dit jour de mon décès, et a laquelle je m'en rapporte pour le soin de ma sépulture, services, masses et prières. Ce fut ainsi fait et dicté au dit notaire par le dit testateur a Weedon, dans le dit comté de Wolfe, en l'étude du dit notaire sous le numéro trois mille neuf cent quatre de ses minutes, les jour, mois et an susdits. Le tout en la présence actuelle des Sieur Jérémie Surprenant et Rémie Surprenant, tous deux cultivateurs du dit lieu de Weedon, et tous deux témoins pour ce expres mandés. Et après que le présent testament eut été lu au dit testateur par le dit notaire, en présence des témoins, il a déclaré en présence de tous, le bien entendre et comprendre, et y a persisté et les témoins et nous dit notaire avons signé en présence les uns des autres et du testateur qui a déclaré en présence de tous ne savoir écrire ni signer de ce requis par la loi. (Signé) Cléophas sa X marque Desmarais, Jérémie Surprenant, Rémie Surprenant, J. H. Bourget, N. P. Vraie copie de la minute demeuré en mon étude. J. H. Bourget, N. P. Devant Mtre. Joseph H. Bourget, notaire public pour la province de Québec, soussigné, A comparu: Dame Celina Laroque, de St. Adolphe de Dudswell, dans le comté de Wolfe veuve majeure de défunt Cléophas Desmarais, en son vivant rétier du même lieu; Laquelle a, par les présentes déclare. Que son époux le dit Cléophas Desmarais est décédé en sa demeure le ou vers le trente et un décembre dernier, 1925, que la dite Dame comparante était en communauté légale de biens avec son dit défunt époux, étant marié avec lui sans contrat de mariage; Que par son testament reçu devant le notaire soussigné et témoins en date du vingt cinq mars mil neuf cent neuf, le dit défunt Cléophas Desmarais a constitué la comparante sa légataire universelle; Que l'immeuble suivant fait partie de la communauté légale de biens qui a existé entre la dite dame comparante et son dit défunt époux et de la succession de ce dernier savoir: Un emplacement faisant partie du lot numéro cent soixante sept (p. 167) sur le plan et dans le livre de renvoi officiels du cadastre pour le village de Marbleton, de la contenance de deux cent quarante pieds de front sur cent cinquante pieds de profondeur, tenant en front, au grand chemin allant au lac Silver au sud-ouest, a Pierre Labonte, au nord-est et au nord-ouest a Joseph Boucher, ensemble avec les bâtisses dessus construites et dépendances; Que le testament suscite est le dernier fait par le dit défunt Cléophas Desmarais; Et la dite Dame comparante fait la présente déclaration pour qu'elle vaille ce que de droit, et pour qu'il en soit fait mention partout où besoin sera et par qui il appartiendra. Dont acte &c. Fait et passé a Weedon, dans le dit comté de Wolfe, en l'étude du notaire soussigné, le vingt septième jour du mois de janvier de l'année mil neuf cent vingt six, sous le numéro huit mille six cent des minutes du dit notaire. ET a la dite dame comparante signé avec nous dit notaire de ce requise après lecture faite. (Signé) Celina Laroque Desmarais, J. H. Bourget, N. P. Vraie copie de la minute demeuré en mon étude. J. H. Bourget, N. P. - - - - -

Province de Québec, Certificat d'exemption de droits de succession. Vu les déclarations et autres pièces produites au Bureau du Revenu de la Province de Québec, je, soussigné, certifie par les présentes qu'il n'y a pas de droits de succession exigibles aux termes des lois de la Province, en raison de la transmission par le décès survenu le 31 décembre, 1925 de M. Cléophas Desmarais, en son vivant de St. Adolphe de Dudswell, des biens ci-après décrits, savoir: La moitié indivise de: Un emplacement faisant partie du lot NO. 167 sur le plan et dans le livre de renvoi officiels du cadastre pour le village de Marbleton, avec ensemble une maison et une grange dessus construites et dépendances. Donne à Québec, ce 2 février, 1926. Le Percepteur des droits sur les successions pour la Province de Québec. Evariste Brassard. - - - - -

Province de Québec, Certificat d'exemption de droits de succession. Vu les déclarations et autres pièces produites au Bureau du Revenu de la Province de Québec, je, soussigné, certifie par les présentes qu'il n'y a pas de droits de succession exigibles aux termes des lois de la Province, en raison de la transmission par le décès survenu le 31 décembre, 1925 de M. Cléophas Desmarais, en son vivant de St. Adolphe de Dudswell des biens ci-après décrits, savoir: La moitié indivise de: - Une créance hypothécaire de \$334.00 due en vertu d'un acte de vente du dit Cléophas Desmarais à Amédée Lemelin, Passé sous seing privé du 17 décembre, 1919 enregistré au bureau d'enregistrement du dit comté de Wolfe sous No. 26561. Donne à Québec, ce 2 février, 1926. Le Percepteur des droits sur les successions pour la Province de Québec. Evariste Brassard. - - - - -

Before Mtre. Howard P. Honey, the undersigned public notary for the province of Quebec practising at the city of Montreal, Appeared Consolidated Asbestos Limited a body politic and corporate, duly incorporated by Letters Patent issued under the Companies' Act of the Dominion of Canada and having its head office and principal place of business at the city of Montreal in the province of Quebec, herein acting and represented by Right Honourable Lord Shaughnessy of Montreal, Canada, and Ashford, County Limerick, King's Counsel, Director of the Company, and Alexander M. Reaper, the secretary-treasurer thereof, both of the city of Montreal and hereunto duly authorized in virtue of a resolution of the board of directors of the said Consiladated Asbestos Limited passed at a meeting thereof duly called and held on the tenth day of December nineteen hundred and twenty-five which resolution was retified and confirmed by a resolution of the shareholders passed at a special meeting thereof duly called and held on the tenth day of December nineteen hundred and twenty-five copies whereof certified true are hereunto annexed after having been signed for identification by the said officers as representing the said Corporation in the presence of the undersigned notary. The said Consiladated ASbestos Limited being hereinafter called the vendor or Consolidated Asbestos Limited. " Which said vendor hath by these presents sold and conveyed with legal warranty, immediate possession and free and clear of all debts, liabilities, obligations, contracts, hypothecs, mortgages, liens and encumbrances

Avis de Renouvellement, re lots 24-a, 24-b, rang 3, Wolfestown, par Asbestos Corporation Limited, enregistré le 27 septembre 1951, sous N° 56449.

Dep. Reg.

Avis de Renouvellement, re lots 23, 24, rang 3, Wolfestown, par Asbestos Corporation Limited, enregistré le 27 septembre 1951, sous N° 56451, Julien Chameau

Dep. Reg.

encumbrances whatsoever, save and except such contracts as are hereinafter mentioned and expressly assumed by the purchaser. Unto Asbestos Corporation Limited, a corporation duly incorporated under Letters Patent issued under the Companies' Act of the Dominion of Canada dated the sixth day of October nineteen hundred and twenty-five and having its head office and chief place of business at the city of Montreal, in the Province of Quebec, herein acting and represented by John W. Cook, King's Counsel, its President, and Theodore B. Heney advocate, its Vice-President, both of the said city of Montreal and hereunto duly authorized in virtue of a resolution passed at a meeting of the board of directors of the said Corporation duly called and held on the twenty-eighth day of December nineteen hundred and twenty-five, of which said resolution a copy certified true is thereunto annexed after having been signed for identification by the officers representing the said Corporation in the presence of the undersigned notary: The said Asbestos Corporation Limited being hereinafter called "the Purchaser" hereto present and accepting all of the undertaking and assets of the vendor as hereinafter defined. The expression and term "undertaking and assets" as in this deed employed means and includes all the business and property of the vendor, corporeal and incorporeal, moveable and immovable, real and personal, of whatsoever kind and wheresoever the same may be situate, including but without in any way limiting the generality of the foregoing, all rents, rights, revenues, leases, buildings, real estate, mines, plant, machinery, equipment, tools, mining rights, concessions, licenses, supplies, stock in trade, material in process, inventories, cash on hand and in the bank, bonds, debentures, shares, bills of exchange, notes, securities, accounts receivable, contracts, insurance policies, rights of action, orders, patents, inventions, trade marks, books of account, records, documents, all bonds, share securities and other rights and interests in any and all subsidiary company or companies (excepting shares and bonds of the Federal Asbestos Company owned by the vendor and accounts of the Federal Asbestos Company with the vendor), and all other assets and rights of the vendor of every kind and nature belonging to the vendor, the whole as a going concern, together with the goodwill of the vendor and the right of the purchaser to represent itself as carrying on the said business as successor to the vendor, and together with the following immovable properties, assets and rights, namely:—Description 1. The property acquired by Consolidated Asbestos Limited from Jacob Asbestos Mining Company of Thetford Limited under a deed of sale executed before Edouard Cholette, notary, on the twelfth day of February nineteen hundred and twenty, and registered in the Registry Office for the county of Megantic on the twenty-fourth day of February Nineteen hundred and twenty, under the number 60772, described as follows:— (a) Those certain lots of land in the township of Thetford, County of Megantic, Province of Quebec, known as lots numbers four hundred and sixty-three, four hundred and sixty-four, four hundred and sixty-five, four hundred and sixty-six, four hundred and sixty-seven, and four hundred and sixty-seven A (463, 464, 465, 466, 467 & 467-A) on the official plan and book of reference for the village of Kingsville, in the township of Thetford, County of Megantic, heretofore forming part of lot number twenty-eight (28) in the sixth range of the said township and also all the remaining portion of the said lot number twenty-eight (28) in the said sixth range of the said township of Thetford not included in the foregoing description, the said remaining portion being now known as lots numbers five hundred and thirty-two A, five hundred and thirty-three and five hundred and thirty-two (532-A 533 and 532) on the said official plan. (b) All the rights whatever they may be of Consolidated Asbestos Limited in the lot known as subdivision number sixteen of the official subdivisions of lot number five hundred and eleven (511-16) on the said official plan. 2. The property acquired by Consolidated Asbestos Limited from J. Leonard Demers under a deed of sale executed before J. V. Morisset, notary, on the ninth day of March nineteen hundred and twenty-two and registered in the said registry office on the seventeenth day of March nineteen hundred and twenty-two, under the number 64557 described in the said deed as follows: A portion of a certain tract of land forming part of "Parc Bienvenu" on the outskirts of the city of Thetford Mines, forming part of lot number thirty (30) of the township of Coleraine, range C, said portion being known on a private plan of said tract of land as lots numbers, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, forty, forty-one, forty-seven, forty-eight, forty-nine, sixty-one, sixty-two, sixty-three, sixty-four, sixty-five and sixty-six (10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 27, 28, 29, 30, 31, 32, 33, 34, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 61, 62, 63, 64, 65 & 66). The said lots numbers ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen and nineteen (10, 11, 12, 13, 14, 15, 16, 17, 18 & 19) on said private plan, being bounded on the south-west side by Ste. Gertrude Street: on the north-east side by lot number twenty-eight of the township of Thetford range VI, on the north-west by lot number nine on said private plan: and on the south-east side by another part of said lot number thirty of the township of Coleraine range C the property of James Reed or representatives. The said lots numbers twenty-seven, twenty-eight, twenty-nine, thirty-one, thirty-two, thirty-three and thirty-four (27, 28, 29, 30, 31, 32, 33 & 34) on said private plan being bounded to the north-east by Ste. Gertrude Street: to the south-west by lots numbers forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight, forty-nine and sixty-six, on said private plan: to the north-west by lot number twenty-six on said private plan, and to the south-east by another part of said lot number thirty of the township of Coleraine Range C the property of James Reed or representatives. The said lots numbers forty, forty-one, forty-two, forty-three, forty-four, forty-five, forty-six, forty-seven, forty-eight, forty-nine, and sixty-six (40, 41, 42, 43, 44, 45, 46, 47, 48, 49, & 66) on said private plan, being bounded to the south-west by St. Catherine Street: to the north-east by lots numbers twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three and thirty-four on said private plan: and to the south-east by another part of said lot number thirty of the township of Coleraine Range C the property of James Reed or representatives. The said lots numbers sixty-one, sixty-two, sixty-three, sixty-four and sixty-five (61, 62, 63, 64 & 65) on said private plan, being bounded to the north-east by St. Catherine Street: to the south-west and south-east by other portions of said lot number thirty of the township of Coleraine range C, the property of James Reed or representatives: and to the north-west by lot number sixty on said private plan. Together with a perpetual right of passage on foot and with vehicles at all times in common with others having rights therein in the said Ste. Gertrude and Ste. Catherine Streets, being private Streets which Consolidated Asbestos Limited promises and obliges itself to leave open forever. With the reserve of mines and mining rights.



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rights in favour of the estate of Dr. Reed who shall have the right at all times to - explore and examine the property presently sold for mining purposes. They shall also - have the right of ingress, without paying any damages except if they break something. The whole as shown on said private plan annexed to the original of the deed of sale - of the ninth of March nineteen hundred and twenty-two above referred to. 3. The property acquired by Consolidated Asbestos Limited from Henri Roberge under a deed of sale executed before J. V. Morisset, notary, on the twenty-fifth day of July nineteen hundred and twenty-two, and registered in the said registry Office on the twenty-eighth day - of July nineteen hundred and twenty-two, under the number 65269 described in the said deed as follows: - A certain tract of land forming part of Parc Bienvenu on the outskirts of the city of Thetford Mines, and being the emplacement of said "Parc Bienvenu" numbered nine (9). "Parc Bienvenu" not being cadastred, the above mentioned number is not an official cadastral number, but is shown on a plan appended to the original of a deed of sale, between J. Leonard Demers, hardware merchant of Thetford Mines to the Consolidated Asbestos Limited, executed before J. V. Morisset, notary, on the ninth day of March, nineteen hundred and twenty-two. And this number forms part of the tract of land hereinafter described: - A tract of land forming part of lot number thirty (30) of the township of Coleraine, in range C, being eight hundred feet long on the division line between the township of Coleraine and the township of Thetford and being five hundred feet wide, on the division line between lot thirty (30) and lot thirty-one (31) of said range C, of Coleraine, the said tract of land having an area of four hundred thousand square feet, that is nine acres and one hundred and seventy-nine thousandths of an acre, bounded the said tract of land on the north-easterly side by the Town line dividing Coleraine from Thetford, on the south-westerly side at a distance of five hundred feet from the town line, and on the south-easterly side at a distance of eight hundred feet of said lot thirty-one (31), by the estate of Dr. Reed, and on the north-westerly side by said lot number thirty-one (31) of range C, in the township of Coleraine, such as shown on the plan appended to the deed of sale, passed between J. Leonard Demers and the Consolidated Asbestos Limited, before J. V. Morisset, notary, on the ninth day of March nineteen hundred and twenty-two, and signed by both parties, on the reserve of mines and mining rights in favour of the estate of Dr. Reed. The purchasers shall build all roads and fences at their own expense, and the estate of Dr. Reed shall have the right, at all time to explore and examine this tract of land for mining purposes, they shall have the right of ingress and egress without paying any damages except, if they break something. 4. The property acquired by Consolidated Asbestos Limited from Philip Edward Parsons under a deed of sale executed before J. V. Morisset, notary, on the eleventh day of December nineteen hundred and twenty-two, and registered in the registry office for the county of Wolfe on the twelfth day of December nineteen hundred and twenty-two, under the number 30052, described as follows: - A certain parcel or tract of land forming part of lot number twenty-three (23) in the second range, on the official plan and book of reference of the township of Wolfestown, containing by admeasurement one square acre, bounded at one end by the road running north-east and south-west, being the range line between the first and second ranges, at the other end and on one side by the remaining portion of said lot number twenty-three, and on the other side to the south by the private road leading to the mine on lot number twenty-four in the said second range. 5. The property acquired by Consolidated Asbestos Limited from Irving Putnam Rexford under a deed of sale executed before H. M. Marler, notary, on the thirtieth day of March nineteen hundred and twenty-one, and registered in the registry office for the county of Wolfe on the sixth day of April nineteen hundred and twenty-one, under the number 28160, described as follows: - Those certain pieces or lots of land situate in the township of Wolfestown in the district of St. Francis, and known and designated on the official plan and book of reference of the said township as lot number twenty-three B (23 B) in the first range, lots numbers twenty-four A (24 A) and twenty-four B (24 B) in the third range, and lots numbers twenty-three (23) and twenty-four (24) in the second range of the said township of Wolfestown, save, except and reserving from and out of the southerly corner of the said lot number twenty-three one acre of land, and bounded the said excepted portion in front by the range line dividing the ranges one and two, and on the south by a road constructed to connect the mine with the Government Road, said excepted portion having been sold to William Parsons. The north-east half of lot number twenty-five (N.E. 1/2 - 25) in the fourth range of the township of Wolfestown, in the county of Wolfe, now known and described on the official cadastral plan and book of reference of the said township of Wolfestown as lots numbers twenty-five C (25 C) and twenty-five D (25 D) in the fourth range. All mining rights attached or belonging to the said property. The mine known as the "Belmina Asbestos Mine". 6. The property acquired by Consolidated Asbestos Limited from Adolphe Lambert under a deed of sale executed before J. V. Morisset, notary, on the seventh day of November nineteen hundred and twenty-one, and registered in the registry office for the county of Megantic on the eleventh day of November nineteen hundred and twenty-one, under the number 64110 described as follows: - A building lot forming part of lot number two C (2 C) on the official plan and book of reference of the township of Thetford, in the fifth range containing one hundred feet in width by one hundred feet in depth and bounded in front by the main road on the north-easterly side by lot number two B on the said official plan, on the south-westerly side by another portion of said lot number two C the property of Theodore Jacques or representatives and on the north-westerly side by the remainder of said lot number two C the property of Theodore Jacques or representatives, under the reserve of the mining rights to whomsoever they may appertain. 7. The Property acquired by Consolidated Asbestos Limited from the Berlin Asbestos Company Limited under a deed of sale executed before H. M. Marler, Notary, on the fifth day of November, nineteen hundred and twenty, and registered in the Registry office for the county of Megantic on the twenty-second day of November, nineteen hundred and twenty, under the number 62467, described as follows: - First: A lot of land formerly known as the north-east half of lot number two of the fifth range of the township of Thetford, in the county of Megantic, now known as lots two A and two B (2 A & 2B) on the official plan and book of reference of the fifth range of the township of Thetford, in the county of Megantic, with buildings, circumstances and dependancies, including any machinery and equipment which may



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be thereon. Second. (a) A strip of land or road forming part of lot number seven C (7C) on the official plan and book of reference of the sixth range of the township of Thetford in the county of Megantic, said road having twenty feet in width, english measure, running parallel to the north-west and to part of the south-west line of lot number seven B (7B) on said official plan, the north-west line of said road measuring two hundred and ten feet in length, and the south-west line of said road measuring one hundred feet in length, the whole English measure: the north-east line of said road joins at the north-east, the road running parallel to the north-east side of lot number seven C (7C) on the said official plan, the said road being bounded on the north-west and on the south-west side by the emplacement of Theodore Bisson, and on the south-east partly by lot number seven B (7B) and partly by the emplacement next described. (b) A piece of land forming part of said lot number seven C (7C) on the official plan and book of reference of the sixth range of the township of Thetford, in the county of Megantic, containing one hundred and ninety-four feet in the north-west line, sixty-eight feet in the north-east line, fifty-nine feet in the south-west line, the whole english measure; bounded on the south-west side by Theodore Bisson, on the south-east side by the right of way belonging to the Quebec Central Railway Company, on the north-east side by part of said lot number seven B (7B) hereinabove described, and on the north-west side partly by the road above referred to and partly by Theodore Bisson. Third: A piece of land of an area of forty acres, more or less, forming part of lot number six B (Part 6 B) of the official plan and the book of reference of the fifth range of the township of Thetford, in the county of Megantic, the said piece of land to be taken from a distance of nineteen hundred and twenty feet from the public road, between the fifth and sixth ranges, of five acres in width by eight acres in depth; bounded to the south-west by lot number seven A (7A), to the north-east, north-west and south-east by the remainder of said lot six B (6B). Further a piece of land for a road of fifty feet in width starting from the said public road between the fifth and sixth ranges, which road joins the divisions line of lot seven A (7A) on said official plan to reach the property above described, said road having nineteen hundred and twenty feet, more or less, in length, and forming part of said lot six B (6B) on the official plan and book of reference of the fifth range of the said township of Thetford in the county of Megantic. 8. The property acquired by Consolidated Asbestos Limited from Joseph Leonard Demers under a deed of sale executed before J.V. Morisset, notary, on the seventh day of August, nineteen hundred and twenty, and registered in the registry office for the county of Megantic, on the seventh day of August, nineteen hundred and twenty, under the number 61897 described as follows: All the vendor's mining rights in the south-west half of lot number two in the fifth range of the township of Thetford, having a superficial area of about one hundred acres more or less: which said property is now known and described as lot number two C (2C) and the unsubdivided part of lot number two D (2D) and subdivisions numbered One, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen and seventeen of the official subdivisions of the said lot number two D (2D-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17), on the official plan and book of reference of the said fifth range of the township of Thetford. 9. The right of way for transmission line acquired by Consolidated Asbestos Limited from Omer Roy by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one and registered in the registry office for the county of Wolfe on the nineteenth day of April, nineteen hundred and twenty-one, under the number 28201 described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land designated as lot numbers twenty-four D and twenty-five A (24 D and 25 A) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 10. The right of way for transmission line acquired by Consolidated Asbestos Limited from Wilfrid Marceau by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one, and registered in the Registry office for the county of Wolfe on the twenty-second day of April, nineteen hundred and twenty-one under the number 28206, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, to whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth on a width of ten feet only which may at any time interfere with the said lines on the land known and designated as lots numbers twenty-eight A, twenty-eight B, twenty-eight C and twenty-eight D (28A, 28B, 28C and 28D) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist, the purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 11. The right of way for transmission line acquired by Consolidated Asbestos Limited from Octave Rousseau by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one, and registered in the registry office for the county of Wolfe on the twenty-second day of April, nineteen hundred and twenty-one under the number 28205, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore

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furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the rights to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations repair or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lots numbers twenty-six D and twenty-seven F (26D and 27F) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 12. The right of way for transmission line acquired by Consolidated Asbestos Limited from Albert Dubois by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one, and registered in the registry office for the county of Wolfe on the twenty-second day of April, nineteen hundred and twenty-one under the number 28207, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lot number twenty-five B (25-B) on the official Plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 13. The right of way for transmission line acquired by Consolidated Asbestos Limited from Dame Lea L'Etoile, widow of the late Eugene Marcoux by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one, and registered in the registry office for the county of Wolfe on the third day of December, nineteen hundred and twenty-five, under the number 32427, described therein as follows: The rights to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known as lots numbers twenty-seven C, twenty-seven D and twenty-seven H (27C, 27D and 27H) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 14. The right of way for transmission line acquired by Consolidated Asbestos Limited from Isaie Roy by deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one and registered in the registry office for the county of Wolfe, on the twenty-seventh day of April, nineteen hundred and twenty-one, under the number 28228, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said line, also to make to the said lines all alterations repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lot number twenty-six C (26C) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 15. The right of way for transmission line acquired by Consolidated Asbestos Limited from Stanislas Boutinby deed executed before J.V. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one and registered in the registry office for the county of Wolfe on the twenty-seventh day of April, nineteen hundred and twenty-one, under the number 28231, described therein as follows: The rights to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lot number twenty-four A (24A) on the official plan and book of reference for the first range of the township of Wolfestown



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festown, the said right this accorded to the purchaser constituting a constant service on the said real estate as long as the said line shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 16. The right of way for transmission line acquired by Consolidated Asbestos Limited from Oscar Cyr by deed executed before J. V. Morisset notary, on the sixteenth day of April, nineteen hundred and twenty-one, and registered in the registry office for the county of Wolfe, on the twenty-seventh day of April, nineteen hundred and twenty-one, under the number 28229, described therein as follows: The right to the purchaser to erect towers, plant poles, support for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lots numbers twenty-four B and twenty-four C (24B and 24C), on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 17. The right of way for transmission line acquired by Consolidated Asbestos Limited from Adegard Houde by deed executed before V. J. Morisset, notary, on the sixteenth day of April, nineteen hundred and twenty-one and registered in the registry office for the county of Wolfe on the twenty-seventh day of April nineteen hundred and twenty-one under the number 28227, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the rights to the said purchaser to put up and maintain on the said lot of land the said lines, also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lot number twenty-seven A (27A) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 18. The right of way for transmission line acquired by Consolidated Asbestos limited from Napoleon Roy by deed executed before J. V. Morisset, notary on the sixteenth day of April, nineteen hundred and twenty-one and registered on the registry office for the county of Wolfe on the twenty-seventh day of April nineteen hundred and twenty-one under the number 28230, described therein as follows: The right to the purchaser to erect towers, plant poles, supports for wires, cross arms and other accessories necessary to the said lines, the whole in wood or steel, and furthermore to attach and fix on the said towers or posts for the said lines all the wires and their supports which will be necessary, and the vendor accordingly presents, gives and accords the right to the said purchaser to put up and maintain on the said lot of land the said lines also to make to the said lines all alterations, repairs or renewments which may at any time become necessary with moreover the right to cut off branches, cut all trees, brush and undergrowth which may at any time interfere with the said lines on the land known and designated as lot number twenty-six A (26A) on the official plan and book of reference for the first range of the township of Wolfestown, the said right thus accorded to the purchaser constituting a constant service on the said real estate as long as the said lines shall exist. The purchaser can substitute metallic towers to posts when it wishes it. The said company will be responsible for damages which may be caused to crops and animals of the party of the first part by the employees or workmen of the said company. 19. The rights acquired by the vendor from the Gouvernement of the Province of Quebec under Letters Patent dated the twenty-fifth of November, nineteen hundred and twenty-two, described as follows: The mining rights for superior metal in and on the tract of land situated lying and being in the township of Thetford, containing by measurement one hundred acres be the same more or less, which said parcel or tract of land may be otherwise known as follows: that is to say: The south-west half of lot number six (6) in the fifth range of the township of Thetford. The said property has come to be known as forming part of lot number six B (6B) on the official plan and book of reference for the fifth range of the said township of Thetford. 20. All buildings, mills, constructions, plant, machinery, equipment, fixtures, tramways, reservoirs, engines, locomotives, rolling stock, track, cable ways, poles, power, telephone and telegraph lines, and all other accessories, members and appurtenances erected upon, affixed to, ground upon or used in connection with the above described properties. Vendor's declarations. The vendor declared and covenanted with the purchaser as follows: 1. That all royalties, duties, government taxes, insurance Premiums, assessments and rates, general and special, ecclesiastical and school levied upon the said undertaking and assets or upon any part of them have been paid up to and including the date hereof. 2. That the said undertaking and assets belong absolutely to the vendor under a good title free and clear of all debts, liabilities, obligations, contracts, hypothecs, mortgages, liens and encumbrances whatsoever, save and except as hereinafter mentioned and expressly assumed by the purchaser, and that upon execution and registration of this deed the purchaser will be the absolute owner of the said undertaking and assets, free and clear of all debts liabilities, obligations, contracts, hypothecs, mortgages, liens and encumbrances whatsoever, save and except in so far only hereinafter assumed by the purchaser. 3. That the present sale is made in conformity with articles 1569a and following of the civil Code of Lower Canada relating to bulk sales, the whole as will appear from the affidavit of the vendor hereto annexed. Conditions The present sale is made upon the following conditions -



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instalments thereafter becoming due of any special 11/2/26 Reg

to the fulfilment of which the purchaser obliges itself, namely: 10. To take the said undertaking and assets in the state and conditions in which the whole are now to be found, and with all active and passive servitudes thereto attached, and with all circumstances and appurtenances, thereto belonging. 20. To pay all royalties, duties, government taxes, insurance premiums, assessments and rates imposed upon the said undertaking and assets since the date hereof and the proportion from that date of the government taxes, insurance premiums, assessments and rates for the year then current and all assessments imposed prior thereto the payment whereof is permitted to be made by instalments spread over a term of years and also the proportion of any of the said instalments falling due during the municipal year then current from the said date. 30 To pay the cost of this deed, of its registration and of the necessary copies thereof 40. The vendor and purchaser hereby mutually undertake and agree upon the demand of either of them to sign and execute or cause to be signed and executed all such further additional deeds and documents as may be found to be necessary or desirable to give full, final and complete effect to the present sale and conveyance, on the condition that the purchaser pay all fees, legal and notarial, and all necessary disbursements with respect to such additional deeds and documents that may be required and executed. Consideration. The present sale is thus made to the purchaser for the following considerations which the vendor acknowledges to have received from the purchaser at the execution hereof, namely: (a) One hundred and ninety-one thousand dollars (\$191,000.00) par value six per cent general mortgage bonds of the purchaser, Asbestos Corporation Limited, together with all unpaid and unmatured coupons attached thereto. (b) Thirteen thousand four hundred and forty-six (13,446) seven per cent non-cumulative and non-participating preference shares of the purchaser, Asbestos Corporation Limited, of the par value of one hundred dollars each all fully and non-assessable. (c) Thirty-six thousand five hundred (36,500) paid up and non-assessable shares without nominal or par value of the common stock of the purchaser, Asbestos Corporation Limited. The present sale is furthermore made to the purchaser in consideration of the purchaser assuming as it hereby assumes and obliges itself, to carry out, perform and fulfil to the entire acquittal and exoneration of the vendor, all and every the obligations of the vendor with respect to the unfilled portion of all pending contracts for the sale of asbestos fibre of the vendor, of which a complete list is hereto attached, the vendor agreeing to pay to and account to the purchaser for any payments received by the vendor prior to the date hereof on account of sales of asbestos fibre not delivered at the date hereof. Provided, however, and it is further agreed that save and except as hereinabove expressly assumed by the purchaser, the purchaser in no way assumes or becomes responsible for any or all debts, liabilities, contracts, obligations, hypothecs, mortgages, liens, and encumbrances of the vendor and affecting the undertaking and assets hereby sold and conveyed or any part of them and the vendor covenants and agrees to indemnify and hold harmless the purchaser against any and all actions, proceedings, costs, damages, claims and demands of every sort and kind which could or might be brought, taken or instituted by any person or persons whomsoever in respect thereof. Whereof acts: Thus done and passed at the city of Montreal, this eighteenth day of January nineteen hundred and twenty-six, and of record in the office of the undersigned notary under the number one thousand two hundred. And after due reading hereof the parties signed in the presence of the said notary and affixed hereto their respective corporate seals. (Signed Consolidated Asbestos Limited Per Shaughnessy, Director Per A.M. Reaper, Sec'y-Treas. (seal of Consolidated Asbestos Limited.) Asbestos Corporation Ltd. per J.W. Cook/President per T.B. Heney Vice-President (Seal of Asbestos Corporation Limited) H.P. Honey, N.P. A true copy of the original hereof remaining of record in my office. H.P. Honey, N.P. - - - - -

On this third day of February one thousand nine hundred and twenty-six. Before: Mre Howard P. Honey, the undersigned notary public for the province of Quebec, practising at the city of Montreal, in the said province; Appeared: Asbestos Corporation Limited a body corporate, duly incorporated, organized under Letters Patent of the Dominion of Canada dated the sixth day of October, nineteen hundred and twenty-five, and having its head office and chief place of business in the city of Montreal, in the said province (hereinafter called "the Company") herein acting by John W. Cook, its president, and Allan A. Magee, its secretary, hereunto duly authorized by a resolution of the board of directors of the said company, duly called and held on the twenty-eighth day of December, nineteen hundred and twenty-five, a copy of which resolution certified true by the secretary of the said corporation appears in schedule "A" hereto attached and signed *Ne Varietur* by the parties hereto in the presence of the undersigned notary, Party of the first part; and The Royal Trust Company, a company duly unincorporate and having its head office and chief place of business in the city of Montreal, in the province of Quebec (hereinafter called "the trustee"), herein acting by Robert J. Jellet its assistant general manager and Mathew S.L. Richey its secretary both of the city of Montreal aforesaid, hereunto duly authorized by By-law No. 15, certified true, the secretary of the said Trust Company appeared in schedule "B" hereto attached and signed *ne varietur* by the parties hereto in the presence of the undersigned notary, Party of the second part. Whereas the company for its corporate purposes is desirous of creating and issuing its first and refunding fifteen-year six per cent sinking fund gold bonds to be constituted, secured and issued in the manner hereinafter appearing; and whereas the company under its charter and under the laws relating thereto, is duly authorized to create and issue the bonds to be issued as hereinafter provided, and to secure the same by this trust deed of hypothec, mortgage and pledge; and whereas all necessary and requisite by-laws and resolution have been duly passed and adopted, as appears from the schedule "A" hereto attached, so as to make the creation and issue of the bonds intended to be secured hereby and the execution of these presents legal and valid in accordance with the laws relating to the company; Now, therefore, these presents witness that the parties hereto have agreed each with the other as follows: - Interpretation 1. In these presents, unless there is something in the subject or context inconsistent therewith, the expressions following shall have the following meanings, namely: - (a) "Trust Deed", "this deed", "these presents", "herein", "hereby", etc., refer to this trust deed of hypothec, mortgage and pledge



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No. 32542
 Entré a *une* *seul* P. M.
 le *sept* *juin*
 mil neuf cent *vingt* *six*
Henri
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 of the By-laws of the said
 Trust Company, a copy of said
 By-law No. 15
 11/2/26 Reg

of mortgage
 11/2/26 Reg.
 Main levée d'hypothèque
 par The Royal Trust Company
 à Asbestos Corporation
 acte devant J. C. B. Walsh
 notaire, le 24 septembre
 1931, sous le N° 10984 des
 quittances de record.
 Donat Maunier
 Reg.